
SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES NO. 66

REGISTRATION NO. 7765 Filed 1421

APR 29 1986 9 53 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 31, 1986

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the thirty-first day of March, 1986, by FIRST
PENNSYLVANIA BANK, N.A., formerly known as The First
Pennsylvania Banking and Trust Company, a corporation duly
organized and existing under the laws of the Commonwealth of
Pennsylvania, Trustee under the Equipment Trust Agreement
hereinafter mentioned (hereinafter called the "Trustee"), to
SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly
organized and existing under the laws of the State of
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of December 15, 1974, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "Southern
Pacific Transportation Company Equipment Trust, Series No.
66," pursuant to which Trustee leased certain railroad
equipment to the Company, upon the terms and conditions
therein set forth; and

WHEREAS, certain box cars, hopper cars and locomotives
comprising said Trust Equipment (hereinafter collectively
called "Destroyed Equipment") have been destroyed by the
Company, and in accordance with the provisions of said
Equipment Trust and in anticipation and consideration of the
release of such Destroyed Equipment, the Company has assigned
and transferred to the Trustee other standard-gauge railroad
equipment (hereinafter called the "Replacement Equipment"),
other than work equipment, as specifically described in the

Sixth Supplement to Equipment Trust dated as of March 31,
1986 ("Sixth Supplement"):

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 245723.
2	100-ton Hopper Cars; Greenville Steel Car Co., builder; lettered SP and numbered 465684 and 465688.
5	100-ton Hopper Cars; ACF Industries, Inc., builder; lettered SP and numbered 490222, 490395, 490401, <u>490452</u> , and 490485.
2	2800 H.P. Locomotives; Morrison-Knudsen, builder; lettered SP and numbered 7032 and 7033.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Sixth Supplement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment

which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

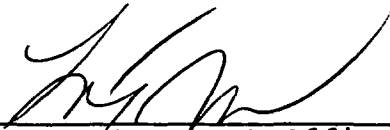
AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 9th day of April, 1986.

FIRST PENNSYLVANIA BANK, N.A.

By 
Corporate Trust Officer

ATTEST:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 9th day of April, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

My Commission Expires:

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires May 5, 1986